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OFFICE OF THE
EXECUTIVE SECRETARY

March 19, 2002

Mr. K. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

PAID T.R.A.

Chk # 000371584

Amount 50.00

Rcvd By JK

Date 3-20-02

DOCKET NO.

02-00507

RE: Interconnection Agreement between CTC-VS & EZ Phone

Dear David:

Enclosed are an original and 14 copies of an agreement for TRA approval between Citizens Telecommunications Company of the Volunteer State, LLC and EZ Phone Inc. for local interconnection.

A check in the amount of fifty dollars (\$50.00) is enclosed to cover the filing fee. Please stamp as received the receipt copy and return it in the enclosed envelope.

Call me if you have any questions at 304.325.1216.

Sincerely,



J. Michael Swatts
State Government Affairs Director - South

Attachments

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

**CITIZENS TELECOMMUNICATIONS COMPANY
OF THE VOLUNTEER STATE, LLC.**

and

EZ PHONE INC.

Dated: February 1 , 2002

AGREEMENT FOR LOCAL INTERCONNECTION

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ATTACHMENT 1 – RESALE OF LOCAL SERVICES
EXHIBIT A - RESALE CHARGES

AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 1st day of February, 2002, is by and between Citizens Telecommunications Company of the Volunteer State, LLC a Delaware corporation, having its principal place of business at 180 South Clinton Avenue, Rochester, NY ("Citizens") and EZ Phone, Inc. an Ohio corporation, having its principal place of business at 1095 Home Avenue Suite B, Akron, Ohio 44310 ("CLEC"). Citizens and CLEC may also be referred to herein singularly as a "Party" or collectively as "the Parties."

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Tennessee; and

CLEC is a telecommunications company authorized by the Tennessee Regulatory Authority to provide local exchange telecommunications services in the State of Tennessee; and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Services is a service that connects interexchange carriers to their customers located within a local access and transport area (LATA). Access service is used in originating and terminating interLATA telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3. Act means the Telecommunications Act of 1996.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Public Service Commission(s) ("PSC") of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Carrier Tariff approved by the applicable PSC.

2.6. CLLI Codes means Common Language Location Identifier Codes

2.7. Commission means the Public Service Commission.

2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")

2.9. DS3 is a digital signal rate of 44.736 Mbps.

2.10. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance of Telecommunications Industry Solutions (ATIS) document which, defines industry standards for exchange message records.

2.11. Interconnection in this Agreement is as defined in the Act.

2.12. Local Exchange Routing Guide (LERG) is a Telcordia reference document used by CLECs to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.13. Local Exchange Service means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary as established and defined by the applicable state commission.

2.14. Local Interconnection Guide (the "Guide") means the document provided to CLEC by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining CLEC Services. This document may be updated from time to time by Citizens.

2.15. Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.

2.16. Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications Carriers jointly provide a Switched Access Service over meet point trunks, with each Carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the Carriers will decide whether a single bill or multiple bill will be sent.

2.17. Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC, in two or more states within a single LATA.

2.18. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC).

2.19. Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.

2.20. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local traffic.

2.21. Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

2.22. Wire Center denotes a building or space within a building which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of

basic exchange services and access services, are located. A wire center is the location of one or more local switching systems, a point at which end users' loops converge.

SECTION 3. DEPOSIT REQUIREMENTS

3.1 Citizens may, in order to safeguard its interest, require CLEC to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. Such deposit may not exceed two (2) months' estimated billing.

3.3. The fact that a deposit has been made in no way relieves CLEC from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

3.4. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. In the event that CLEC defaults on its account, service to CLEC will be terminated and any deposits held will be applied to its account.

3.6. In the case of a cash deposit, interest at the rate of 5.5 percent per annum will be paid to CLEC during the continuance of the deposit. Interest on a deposit will accrue annually.

SECTION 4. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

4.1. Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that, when an end user transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

4.2. Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each Party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Agreement and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

4.3. Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:30 p.m. Citizens may charge CLEC for the coordinated transfer of service activities scheduled outside of the specified hours at the tariffed hourly labor rates.

4.4. Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Citizens and CLEC authorizing the release of such information to CLEC or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5. Transfer of Service Announcement. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of four (4) months.

4.6. Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number immediately upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.7. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where an end user changes service from one Party to the other Party and the end user retains his or her original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, and the call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.8. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes multiple requests for transfers where the end user will retain one or more telephone numbers.

4.9. Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.10. Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the NID consistent with FCC rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.11 Expedited Order Charge. Expedited order requests will be accepted, but will be assessed an expedited order charge. That charge is calculated by multiplying the total nonrecurring installation charge for the quantity ordered times the number of Business Days from the requested service date to the last date of the service date interval described in the Local Interconnection Guide, and dividing that figure by the total number of Business Days within the applicable service date interval. Further discussion and an example of the calculation of the expedited order charge is found in the Preorder Section, Due Date Guidelines, in the Local Interconnection Guide. Citizens will notify CLEC of additional expedite charges, including any additional charges for work efforts outside of normal scheduled business hours, prior to the start of any provisioning activities.

4.12 Service Date Modifications/ Customer Not Ready. CLEC may request a change in due date prior to the originally scheduled due date without additional charges if the new service date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within four (4) hours of the scheduled due date, CLEC may be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 6. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

6.1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

6.2. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified

in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

6.3. Except as otherwise stated in this agreement the Parties agree that if any dispute arises as to the interpretation of any provisions of this Agreement or as to the proper implementation of the Agreement, either Party may petition the Tennessee Regulatory Authority for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Tennessee Regulatory Authority concerning this Agreement.

SECTION 7. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

7.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

7.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;

7.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

7.4. Labor difficulties, such as strikes, picketing or boycotts;

7.5. Delays caused by other service or equipment vendors;

7.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 8. COMMISSION DECISION

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Telecommunications Act of 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

SECTION 9. REGULATORY CHANGES

Either Party may request an amendment to take into account any changes in Commission or FCC rules and requirements, including changes resulting from judicial review of applicable regulatory decisions.

SECTION 10. REGULATORY APPROVAL

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

11.1. CLEC agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of

CLEC services, located within Citizens operating areas.

11.2. Citizens will include CLEC's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End Users are ordinarily included, and directory assistance databases. Listings of CLEC's End Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

11.3 CLEC will identify any of these subscribers that are "non-published" customers. CLEC will provide Citizens with the directory information for all its End Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. CLEC will provide all subscriber listings at no charge to Citizens or its publisher.

11.4 CLEC's End Users' standard primary listing information in the telephone directories will be provided at no charge. CLEC will pay Citizens' tariffed charges for additional and foreign white page listings.

11.5 Both Parties will use their best efforts to ensure the accurate listing of CLEC's End User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

11.6 Citizens will accord CLEC directory listing information the same level of confidentiality which Citizens accords its own directory listing information. CLEC grants Citizens full authority to provide CLEC subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of CLEC listings to other directory publishers.

11.7 Citizens will distribute its telephone directories to CLEC's End Users in a manner similar to the way it provides those functions for its own end users.

11.8 CLEC will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that CLEC has the right to place such listings on behalf of its End Users. CLEC agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, CLEC agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by CLEC hereunder.

11.9 Citizens' liability to CLEC in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by CLEC for such listing. In addition, CLEC agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Citizens' liability to CLEC's End Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End Users are subject to.

SECTION 12. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 13. TERM OF AGREEMENT

The initial term will be for 1 year from the Effective Date and shall continue in effect for consecutive six (6) month terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, prior to the end of the initial term or any renewal term.

SECTION 14. EFFECTIVE DATE

This Agreement will become effective upon approval by the State Commission.

SECTION 15. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing.

SECTION 16. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

SECTION 17. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 18. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 19. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 20. ASSIGNMENT

This Agreement may not be assigned to another party without written consent of the other Party, which consent will not be unreasonably withheld.

SECTION 21. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the laws of the State Commission. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

SECTION 22. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

SECTION 23. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

SECTION 24. CONFIDENTIALITY AND PUBLICITY

24.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 24.

24.2. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

24.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

24.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

24.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

24.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

24.4. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

24.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

24.4.2. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

24.4.3. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

24.4.4. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

24.4.5. is approved for release by written authorization of the disclosing Party; or

24.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

24.4.7. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

24.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

24.6. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

24.7. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

24.8. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

24.9. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of

this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement. The Parties further agree to seek commercial confidential status for this Agreement with any regulatory commission with which this Agreement must be filed or otherwise provided, to the extent such a designation can be secured.

SECTION 25. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any end user customer of CLEC, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 26. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 27. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 28. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:
EZ Phone Inc.
Attention: Amy Topper
1095 Home Ave, PO Box 4656
Akron, Ohio 44310
Tel: (330) 253-0710
Fax: (330) 535-3581

and to Citizens, addressed as follows:
Citizens Communications
Attn: Director Carrier Services
3441 West Henrietta Road
Rochester, New York 14623
Tel: (716) 777-7124
Fax: (716) 424-1196

Citizens Communications
Attn: Associate General Counsel
180 South Clinton Ave. 7th Floor
Rochester, NY 14646-0700

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

EZ Phone, Inc

Citizens Telecommunications Company of the
Volunteer State, LLC

By: *Amy J. Topper*
Typed: *Amy J. Topper*
Title: *Chief Financial Officer*
Date: *2-13-02*

By: *Laurie Maffett*
Typed: Laurie Maffett
Title: VP, Regulatory & Carrier Services
Date: *2/28/02*

ATTACHMENT 1

RESALE OF LOCAL SERVICES

ATTACHMENT 1 – Resale of Local Services

Section 1. DEFINITIONS

1.1 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

1.2 End User means the ultimate user of the telecommunications services being resold by Reseller. "End User" will mean an end user customer within Citizens' operating area, which is presently an End User of Citizens.

1.3 End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services.

1.4 Resale means an activity wherein a certificated CLEC, such as Reseller, subscribes to the retail telecommunications services of Citizens and then re-offers those telecommunications services to the public under its own company name.

SECTION 2. SERVICE TO END USERS

2.1 Reseller will be the End User of Record for all services purchased from Citizens. Except as otherwise specified herein, Citizens will only take orders from, bill and expect payment from Reseller for all services. Reseller will be Citizens' single point of contact for all services purchased pursuant to this Agreement.

2.2. Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Citizens.

2.3. Citizens maintains the right to serve directly any End User within Citizens' serving area, that requests such service. Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Reseller.

2.4. Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party.

2.5. An End User may retain its current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to Reseller until the End User's outstanding balance has been paid. If Reseller requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not establish service for that End User through Reseller until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for nonpayment and is subject to complete disconnection.

2.6. Telephone numbers associated with Citizens' retail telecommunication services offered for resale are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by Citizens, and no right to the continuance of service through any particular central office. Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

2.7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

2.8. Service will be discontinued by Citizens if any law enforcement agency advises that the service is being used in violation of the law.

2.9. Citizens can refuse to provide service to Reseller when it has reasonable grounds to believe that service will be used in violation of the law.

2.10. Reseller may purchase resale services from Citizens for their own use in operating their business. Provided however it must hold it out and actually provide service primarily to end users other than itself or affiliated companies.

SECTION 3. CITIZENS' PROVISION OF SERVICES TO RESELLER

3.1. Reseller agrees that its resale of Citizens services will be as follows:

3.1.1. The telecommunications services available at a wholesale discount for resale by Reseller will be limited to End User services and uses conforming to the class of service restrictions in Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable PSC.

3.1.2. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Citizens' sole discretion. Interest will apply at the Citizens' sole discretion. Interest at the rate of 1% per month or 12% annually, or the maximum allowed by law, whichever is greater, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to Citizens may be assessed.

3.1.3. Citizens reserves the right to periodically audit services purchased by Reseller. Such audit will not occur more than once in a calendar year. Reseller will make any and all records and data available to Citizens or Citizens' auditors on a reasonable basis. Citizens will bear its own costs and those of Citizens' auditors for said audit.

3.2. Resold services can only be used in the same manner as specified in Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Citizens in the appropriate section of Citizens' Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer.

3.3. Reseller may resell Citizens' services only within the specific Citizens' service area as defined in Citizens' Tariff.

3.4. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

3.5. Law enforcement agency subpoenas and court orders regarding End Users of Reseller will be directed to Reseller. Citizens will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller End Users. Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Reseller's End Users.

3.6. Reseller may resell the tariffed retail local exchange services of Citizens subject to the terms and conditions specifically set forth herein and as described in Exhibit A attached hereto. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings of less than ninety (90) days duration; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services; legislatively or administratively mandated specialized discounts (e.g., educational institution discount) and discounted services to meet competitive situations.

3.7. White page directory listings will be provided in accordance with regulations set forth in Citizens' Local Exchange Service Tariff.

3.8. Reseller agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein.

3.9. Reseller is liable for all fraud associated with service to its End Users and accounts. Citizens takes no responsibility, will not investigate, and will make no adjustments to Reseller's account in cases of fraud unless such fraud is the result of an intentional act or gross negligence of Citizens'. Notwithstanding the foregoing, if Citizens becomes aware of potential fraud with respect to Reseller's accounts, Citizens will promptly inform Reseller and, at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible. Further, notwithstanding the foregoing, if Reseller orders a resold line to be equipped with toll blocking, and Citizens fails to so equip the line, Citizens will not require Reseller to pay for intraLATA toll billed to that resold line prior to toll blocking being placed on the line. However, Reseller remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

SECTION 4. MAINTENANCE OF SERVICES

4.1. Services resold by Citizens will be maintained by Citizens, up to and including the Network Interface Device.

4.2. Reseller or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Citizens, other than by connection or disconnection to any interface means used.

4.3. Reseller accepts responsibility to notify Citizens of situations that arise that may result in a service problem.

4.4. Reseller will be the single point of contact for all repair calls on behalf of Reseller's End Users.

4.5. Reseller will contact the appropriate repair centers in accordance with procedures established by Citizens.

4.6. For all repair requests, Reseller accepts responsibility for adhering to Citizens' prescreening guidelines prior to referring the trouble to Citizens.

4.7. Citizens will bill Reseller for handling troubles that are found not to be in Citizens' network pursuant to its standard time and material charges as set forth in Citizens' Tariff.

4.8. Citizens reserves the right to contact Reseller's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Reseller may initiate.

SECTION 5. ESTABLISHMENT OF SERVICE

5.1. Reseller must provide the appropriate Citizens' representative the necessary documentation to enable Citizens to establish a master account for Reseller. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide resold telecommunications services within Citizens' territory, proof that tariffs are on file and approved by the applicable PSC, and a tax exemption certificate, if applicable. Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Citizens, necessary deposit requirements are met, and this Agreement has been approved by the appropriate state PSC.

5.2. Service orders and preorders will be in a standard format designated by Citizens as set forth in the Guide. Service order fees will apply as set forth in Citizens' Tariff.

5.3. When notification is received from Reseller that a current End User of Citizens will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

5.4. When an existing End User of Citizens switches to Reseller, Reseller must provide Citizens with the end user line numbers and applicable feature detail, as set forth in the Guide.

5.5. Reseller will be the single point of contact with Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Citizens will accept a request directly from the End User for conversion

of the End User's service from Reseller to Citizens or will accept a request from another CLEC for conversion of the End User's service from the Reseller to the other CLEC. Citizens will notify Reseller that such a request has been processed.

5.6. If Citizens determines that an unauthorized change in local service to an End User has occurred, Citizens will reestablish service with the appropriate local service provider and will assess Reseller as the CLEC initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence, per line.

SECTION 6. PAYMENT AND BILLING ARRANGEMENTS

6.1. When the initial service is ordered by Reseller, and subject to Section 4, paragraph A, above, Citizens will establish one or more accounts receivable master accounts for Reseller.

6.2. Citizens will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. Citizens will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, franchise fees and Subscriber Line Charges on an individual end user account level. In the event that an individual End User does not presubscribe to an interexchange CLEC, Reseller will be billed the applicable Primary Interexchange Carrier Charge (the "PICC"). Citizens will render bills each month on established bill days for each of Reseller's master accounts.

6.3. Payment of all charges will be the responsibility of Reseller. Reseller will make payment to Citizens for all services billed. Citizens is not responsible for payments not received by Reseller from Reseller's End User(s). Citizens will not become involved in billing disputes that may arise between Reseller and its End User(s). Payments made to Citizens as payment on account will be credited to an accounts receivable master account and not to an End User's account.

6.4. Payments will be due and payable upon receipt of the bill and will be considered late if not paid by the date specified on the bill (stated on the bill as either "Current Amount Due By" or "Current Amount Due By Date"), hereinafter referred to as ("Due Date"). Payment is considered to have been made when received by Citizens in immediately available funds.

If the Due Date falls on a Sunday or on a Holiday which is observed on a Monday, the Due Date will be the first non-Holiday day following such Sunday or Holiday. If the Due Date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the Due Date will be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the Due Date, a late payment penalty, as set forth in Paragraph I following, will apply.

6.5. When Reseller has provided proof of tax exempt certification, the total amount billed to Reseller will not include any taxes due from the End User. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the End User, unless, by law, Citizens is required to remit such tax.

6.6. If any portion of the payment is received by Citizens after the Due Date as set forth preceding, or if any portion of the payment is received by Citizens in funds that are not immediately available to Citizens, then a late payment penalty will be due to Citizens, as specified in Citizens applicable state tariff.

The late payment penalty will be the portion of the payment not received by the Due Date times a late factor. The late factor will be the highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the Due Date to and including the date that Reseller actually makes the payment to Citizens.

6.7. Any switched or flat rated (e.g., the PICC) access charges associated with interexchange CLEC access to the resold local exchange lines will be billed to the interexchange CLEC and are due to Citizens.

6.8. Citizens will not perform billing and collection services for Reseller.

6.9. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by Citizens within twenty-nine (29) days after the bill is rendered, the account will be deemed correct and binding upon Reseller. Both Parties agree to use best efforts to resolve any billing disputes through informal discussions at a working level within thirty (30) days after receipt of notice thereof. If the billing dispute is not resolved within such thirty (30) day period, both Parties agree to escalate the dispute to their respective next level of management each week until such dispute is resolved. If the dispute is resolved in Citizens' favor, and Reseller has not already paid the disputed amount, the late payment fee referenced in Paragraph F, above, will apply to any such unpaid amount from the Due Date until full payment thereof is received by Citizens. If the dispute is resolved in Reseller's favor, and Reseller has already paid the disputed amount, Reseller will receive a credit for such amount, plus interest from the date such payment was received, calculated at the rate specified in Paragraph F, above. Both Parties will retain such detailed information as may reasonably be required for resolution of the dispute during the time such dispute is pending. Notwithstanding the foregoing, Reseller agrees to pay Citizens all costs and/or expenses, including reasonable attorney's fees, incurred by Citizens in its collection of any undisputed amounts.

6.10. No partial payment by Reseller will be treated otherwise than as a payment on the master account. The acceptance by Citizens of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, will be given no effect, and Citizens may accept such check without prejudice to any other rights or remedies which Reseller may have against Citizens and apply it as a partial payment. All invoices submitted to Reseller, or payments due by Reseller to Citizens, will be paid as such and will not be netted against any amount due from Citizens. In the event Reseller makes an overpayment to Citizens, such amount will not be liable for the interest or late payment fee associated with the overpayment. Citizens will promptly return such overpayment upon Reseller's request.

SECTION 7. DISCONTINUANCE OF SERVICE TO END USER

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

7.1. Citizens will temporarily deny service to Reseller's End User on behalf of, and at the request of Reseller. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Reseller.

7.2. All requests by Reseller for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Reseller is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

7.3. Reseller will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

7.4. Citizens will advise Reseller when it is determined that annoyance calls are originated from one of their End User's locations. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss, or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Citizens disconnecting the End User's service.

SECTION 8. DISCONTINUANCE OF SERVICE TO RESELLER

The procedures for discontinuing service to Reseller are as follows:

8.1. Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of Citizens' Tariff, or this Agreement.

8.2. If payment of account is not received by the Due Date, Citizens may provide written notice to Reseller, that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Citizens' right to refuse additional applications for service without further notice. Late payment fees as

set forth in Section 7F will also apply. Notification costs will be charged to the Reseller.

8.3. If payment of account or formal notice of billing dispute as set forth in Section 7, paragraph F is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both.

8.4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, Citizens will provide thirty (30) days written notice of such noncompliance. If Reseller does not cure such noncompliance, Citizens may discontinue the provision of all existing services to Reseller at any time thereafter and Reseller will be obligated to notify its End Users that service will be discontinued. In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Citizens does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Reseller's noncompliance continues, nothing contained herein will preclude Citizens' right to discontinue the provision of the services to Reseller without further notice.

8.5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Citizens will reestablish service at the request of Reseller upon payment of the appropriate connection fee and subject to Citizens' normal application procedures.

8.6. Where Reseller discontinues its provision of service to all or substantially all of its End Users, the Reseller must send advance written notice of such discontinuance to Citizens and to each of the Reseller's End Users. Such notice must include a verification that the Reseller has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Reseller, Citizens will continue to serve the End User at its retail rates.

SECTION 9. GENERAL PROVISIONS

9.1. The provision of services by Citizens to Reseller does not constitute a joint undertaking for the furnishing of any service, nor does it indicate that the Reseller is authorized by Citizens. Neither Party will use the name or marks, refer to or identify the other Party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other Party. Regarding the execution of this Agreement, each Party agrees that it will not, without the prior written consent of the other Party, make any news release, public announcement, or denial or confirmation of the whole or any part of this Agreement which names the other Party.

9.2. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sale, marketing, or advertising, of any Citizens' name or trademark.

9.3. The characteristics and methods of operation of any circuits, facilities, or equipment provided by Reseller or any of its End Users, or otherwise in conjunction with services resold hereunder, will not in any way interfere with or impair service over any facilities of Citizens, its affiliates, or its connecting and concurring CLECs involved in its service as set forth in Citizens' Tariff.

9.4. Facilities and/or equipment utilized by Citizens to provide service to Reseller and Reseller's End Users remain the property of Citizens.

SECTION 10. LIABILITY

10.1. Citizens' liability will be subject to the same terms and conditions as outlined in its Tariff.

10.2. Reseller will indemnify and hold Citizens harmless against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party, including Reseller's End Users, as a result of Citizens' furnishing of service to Reseller and Reseller's provision of such services to End Users.

10.3. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss or damage arising from the use of services offered for resale involving:

10.3.1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or End User's own communications.

10.3.2. Claims for patent infringement arising from acts combining or using Citizens services in connection with facilities or equipment furnished by the End User or Reseller.

10.3.3. All other claims arising out of an act or omission of Reseller or its End User in the course of using services.

10.4. Reseller accepts responsibility for providing access to End Users' premises for maintenance purposes of any service resold under the provisions of this Agreement. Citizens will not be responsible for any failure on the part of Reseller with respect to any End User of Reseller.

EXHIBIT A

RESALE Charges

Nonrecurring Charges:

A nonrecurring charge will apply when converting a Citizens account to a Reseller account or when changing an end user from one reseller to another. The nonrecurring charge is discounted by 10% from Citizens Tariff rate for Records only Service Ordering Charges.

All Citizens tariffed regulated products and services, Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted by 10%. Except as qualified in Attachment 1, Section 3.6

The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above:

- **Private Line Used for Special Access**

Services not available for Resale:

- Grandfathered retail services
- Promotional and trial retail service offerings of less than ninety (90) days duration
- Lifeline and linkup services
- Individual case basis arrangements to meet competitive situations
- Contract service arrangements
- Installment billing options
- 911 and E911 services
- Interconnection services
- Legislatively or administratively mandated specialized discounts (e.g., educational institution discount)
- Customer Premise Equipment
- Enhanced Services
- Inside Wire
- Employee Concession Service Discounted services
- Voice Mail
- Calling Card